

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF TEXAS  
TYLER DIVISION**

**SFA SYSTEMS, LLC,  
Plaintiff,**

**v.**

**1. 1-800-FLOWERS.COM, INC.;  
2. THE PLOW & HEARTH, INC.,  
INCLUDING D/B/A WIND &  
WEATHER, INC.;  
3. THE POPCORN FACTORY, INC.;  
4. WINETASTING NETWORK INC.;  
5. THE CHILDREN'S GROUP, INC.;  
6. PROBLEM SOLVERS, INC.;  
7. BARNES & NOBLE, INC. ;  
8. BARNESANDNOBLE.COM LLC;  
9. BLOCKBUSTER INC. ;  
10. BUILD-A-BEAR WORKSHOP, INC.;  
11. CDW CORPORATION;  
12. GAMESTOP CORP.;  
13. GAMESTOP, INC.;  
14. GAMESTOP.COM, INC.;  
15. GANDER MOUNTAIN COMPANY;  
16. OVERTON'S INC.;  
17. J & R ELECTRONICS INC.;  
18. NEWEGG INC.;  
19. NEWEGG.COM INC.;  
20. NORTHERN TOOL & EQUIPMENT  
COMPANY;  
21. NORTHERN TOOL AND EQUIPMENT  
CATALOG CO. ;  
22. OFFICE DEPOT, INC. ;  
23. OMAHA STEAKS INTERNATIONAL,  
INC.;  
24. OMAHASTEAKS.COM, INC.;  
25. THE TIMBERLAND COMPANY;  
26. TUPPERWARE BRANDS  
CORPORATION; AND  
27. TUPPERWARE.COM, INC.,  
Defendants.**

**Case No. 6:09-CV-340-LED**

**Jury Demanded**

**DEFENDANTS GAMESTOP CORP., GAMESTOP, INC. AND GAMESTOP.COM,  
INC.S' ANSWER, DEFENSES AND COUNTERCLAIMS TO PLAINTIFF'S  
COMPLAINT AND DEMAND FOR JURY TRIAL**

Defendants GameStop Corp., Gamestop, Inc., and GameStop.com, Inc.<sup>1</sup> (collectively, "GameStop") file this Answer, Defenses, and Counterclaims to Plaintiff's Complaint and Demand for Jury Trial ("Complaint").

**PARTIES**

1. GameStop is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 1 of the Complaint, and therefore denies the same.

2. GameStop is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 2 of the Complaint, and therefore denies the same.

3. GameStop is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 3 of the Complaint, and therefore denies the same.

4. GameStop is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 4 of the Complaint, and therefore denies the same.

5. GameStop is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 5 of the Complaint, and therefore denies the same.

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<sup>1</sup> GameStop.com, Inc. merged with and into Electronics Boutique of America Inc., a Pennsylvania corporation, effective January 1, 2006. Electronics Boutique of America Inc. merged with and into Gamestop, Inc. effective January 29, 2006.

6. GameStop is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 6 of the Complaint, and therefore denies the same.

7. GameStop is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 7 of the Complaint, and therefore denies the same.

8. GameStop is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 8 of the Complaint, and therefore denies the same.

9. GameStop is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 9 of the Complaint, and therefore denies the same.

10. GameStop is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 10 of the Complaint, and therefore denies the same.

11. GameStop is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 11 of the Complaint, and therefore denies the same.

12. GameStop is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 12 of the Complaint, and therefore denies the same.

13. GameStop Corp. admits that it is incorporated in Delaware and that its principal place of business is located at 625 Westport Parkway, Grapevine, TX 76051. GameStop Corp.

further admits that it was properly served with process. Except as expressly admitted, GameStop Corp. denies the allegations in paragraph 13 of the Complaint.

14. Gamestop, Inc. admits that it is incorporated in Minnesota and that its principal place of business is located at 625 Westport Parkway, Grapevine, TX 76051. Gamestop, Inc. further admits that it was properly served with process. Except as expressly admitted, Gamestop, Inc. denies the allegations in paragraph 14 of the Complaint.

15. Gamestop, Inc., as the surviving entity to GameStop.com, Inc., admits that it was properly served with process. Except as expressly admitted, Gamestop, Inc. denies the allegations in paragraph 15 of the Complaint.

16. GameStop is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 16 of the Complaint, and therefore denies the same.

17. GameStop is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 17 of the Complaint, and therefore denies the same.

18. GameStop is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 18 of the Complaint, and therefore denies the same.

19. GameStop is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 19 of the Complaint, and therefore denies the same.

20. GameStop is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 20 of the Complaint, and therefore denies the same.

21. GameStop is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 21 of the Complaint, and therefore denies the same.

22. GameStop is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 22 of the Complaint, and therefore denies the same.

23. GameStop is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 23 of the Complaint, and therefore denies the same.

24. GameStop is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 24 of the Complaint, and therefore denies the same.

25. GameStop is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 25 of the Complaint, and therefore denies the same.

26. GameStop is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 26 of the Complaint, and therefore denies the same.

27. GameStop is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 27 of the Complaint, and therefore denies the same.

28. GameStop is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 28 of the Complaint, and therefore denies the same.

### **JURISDICTION AND VENUE**

29. GameStop admits that this action allegedly arises under the patent laws of the United States, Title 35, United States Code, and that this Court has subject matter jurisdiction. Except as expressly admitted, GameStop denies the allegations in paragraph 29 of the Complaint.

30. GameStop admits that it is subject to personal jurisdiction in this Court, but denies the remaining allegations in paragraph 30 of the Complaint to the extent that they are directed to GameStop. To the extent that the allegations in paragraph 30 of the Complaint are directed to Defendants other than GameStop, GameStop is without knowledge or information sufficient to form a belief as to the truth of the allegations, and therefore denies them.

31. For purposes of this lawsuit only, GameStop does not contest that venue is proper in this Court, although GameStop maintains that there are more convenient fora in which to proceed with this action. Except as expressly admitted, GameStop denies the remaining allegations in paragraph 31 of the Complaint.

### **INFRINGEMENT OF U.S. PATENT NO. 6,067,525**

32. GameStop is without knowledge or information sufficient to form a belief as to the truth of the allegation that "SFA is the owner by assignment of U.S. Patent No. 6,067,525," and therefore denies the same. GameStop admits that U.S. Patent No. 6,067,525 ("the '525  
**DEFENDANTS GAMESTOP CORP., GAMESTOP, INC. AND GAMESTOP.COM, INC.'S ANSWER, DEFENSES AND COUNTERCLAIMS TO PLAINTIFF'S COMPLAINT AND DEMAND FOR JURY TRIAL** – PAGE 6

Patent”) issued on May 23, 2000, is entitled “Integrated Computerized Sales Force Automation System,” and that what purports to be a copy of the ’525 Patent is attached as Exhibit A to the Complaint. Except as expressly admitted, GameStop denies the remaining allegations in paragraph 32 of the Complaint.

33. GameStop admits that Exhibit B to the Complaint appears to be a claim construction ruling for the ’525 Patent that was entered by the Honorable Judge Davis of the Eastern District of Texas, Tyler Division on February 23, 2009. Except as expressly admitted, GameStop denies the remaining allegations in paragraph 33 of the Complaint.

34. GameStop is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 34 of the Complaint, and therefore denies the same.

35. GameStop is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 35 of the Complaint, and therefore denies the same.

36. GameStop is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 36 of the Complaint, and therefore denies the same.

37. GameStop is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 37 of the Complaint, and therefore denies the same.

38. GameStop is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 38 of the Complaint, and therefore denies the same.

39. GameStop is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 39 of the Complaint, and therefore denies the same.

40. GameStop is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 40 of the Complaint, and therefore denies the same.

41. GameStop is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 41 of the Complaint, and therefore denies the same.

42. GameStop is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 42 of the Complaint, and therefore denies the same.

43. GameStop is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 43 of the Complaint, and therefore denies the same.

44. GameStop is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 44 of the Complaint, and therefore denies the same.

45. GameStop denies the allegations in paragraph 45 of the Complaint.

46. GameStop denies the allegations in paragraph 46 of the Complaint.

47. GameStop denies the allegations in paragraph 47 of the Complaint.

48. GameStop is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 48 of the Complaint, and therefore denies the same.

49. GameStop is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 49 of the Complaint, and therefore denies the same.

50. GameStop is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 50 of the Complaint, and therefore denies the same.

51. GameStop is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 51 of the Complaint, and therefore denies the same.

52. GameStop is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 52 of the Complaint, and therefore denies the same.

53. GameStop is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 53 of the Complaint, and therefore denies the same.

54. GameStop is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 54 of the Complaint, and therefore denies the same.

55. GameStop is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 55 of the Complaint, and therefore denies the same.

56. GameStop is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 56 of the Complaint, and therefore denies the same.

57. GameStop is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 57 of the Complaint, and therefore denies the same.

58. GameStop is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 58 of the Complaint, and therefore denies the same.

59. GameStop is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 59 of the Complaint, and therefore denies the same.

60. GameStop is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 60 of the Complaint, and therefore denies the same.

61. To the extent that the allegations in paragraph 61 are directed to GameStop, GameStop denies that it has infringed the '525 Patent, and denies that it had any knowledge of the '525 Patent prior to the date on which it was served with the Complaint. GameStop denies the remaining allegations in paragraph 61 of the Complaint to the extent that they are directed to GameStop. To the extent that the allegations in paragraph 61 are directed to a Defendant other

than GameStop, GameStop is without knowledge or information sufficient to form a belief as to the truth of those allegations, and therefore denies the same.

62. To the extent that the allegations in paragraph 62 are directed to GameStop, GameStop denies those allegations. To the extent that the allegations in paragraph 62 are directed to a Defendant other than GameStop, GameStop is without knowledge or information sufficient to form a belief as to the truth of those allegations, and therefore denies the same.

63. GameStop denies the allegations in paragraph 63 of the Complaint.

64. GameStop denies the allegations in paragraph 64 of the Complaint.

#### **PRAYER FOR RELIEF**

65. GameStop denies that SFA Systems, LLC ("SFA") is entitled to any relief requested in its Prayer for Relief or any other relief.

#### **AFFIRMATIVE DEFENSES**

##### **FIRST DEFENSE**

##### **(Failure to State a Claim)**

66. Plaintiff's Complaint fails to state any claim against GameStop upon which relief may be granted.

##### **SECOND DEFENSE**

##### **(Non-Infringement)**

67. GameStop has not infringed, and is not infringing, any valid and enforceable claim of the '525 Patent, either literally or under the doctrine of equivalents, nor has GameStop induced or contributed to the infringement of any valid and enforceable claim of the '525 Patent.

##### **THIRD DEFENSE**

##### **(Invalidity)**

68. One or more claims of the '525 Patent are invalid for failure to comply with the

requirements, conditions, and provisions set forth in 35 U.S.C. § 1 *et seq.*, including without limitation §§ 101, 102, 103 and 112.

**FOURTH DEFENSE**

**(Equitable Defenses)**

69. Any claim for damages or equitable relief by SFA is barred, in whole or in part, by the equitable doctrines of laches, estoppel, waiver, acquiescence, implied license, and/or unclean hands.

**FIFTH DEFENSE**

**(Prosecution History Estoppel)**

70. The actions taken and representations made before the United States Patent and Trademark Office in procuring the '525 Patent preclude SFA from asserting or construing the claims of the patent in a way that would cover or read upon any product or service made, used, sold, or offered for sale by GameStop, or made, used, sold or offered for sale by another entity whose conduct forms the basis of an allegation that GameStop contributed to or induced infringement.

**SIXTH DEFENSE**

**(Statute of Limitations)**

71. To the extent that SFA seeks to recover for any alleged infringement more than six years prior to the filing of the Complaint, such recovery is barred by 35 U.S.C. § 286.

**SEVENTH DEFENSE**

**(35 U.S.C. § 287)**

72. Upon information and belief, Plaintiff's claims for recovery are barred, in whole or in part, by 35 U.S.C. § 287.

**EIGHTH DEFENSE**

**(35 U.S.C. § 288)**

73. Upon information and belief, Plaintiff is barred from recovering costs in connection with this action under 35 U.S.C. § 288.

**NINTH DEFENSE**

**(Adequate Remedy at Law)**

74. SFA has an adequate remedy at law, and there is no basis for injunctive relief.

**ADDITIONAL DEFENSES**

**(RESERVED)**

75. GameStop reserves the right to assert any and all affirmative defenses that may become available through information developed in discovery.

**COUNTERCLAIMS**

GameStop, for its counterclaims against Plaintiff, alleges as follows:

76. GameStop Corp. is a corporation organized and existing under the laws of the State of Delaware, with its corporate headquarters and principal place of business located at 625 Westport Parkway, Grapevine, Texas 76051.

77. Gamestop, Inc. is a corporation organized and existing under the laws of the State of Minnesota, with its corporate headquarters and principal place of business located at 625 Westport Parkway, Grapevine, Texas 76051.

78. Based on Plaintiff's allegations in paragraph 1 of the Complaint, and upon information and belief, Plaintiff is a Texas limited liability company with its principal place of business at 207 C North Washington Avenue, Marshall, Texas 75670.

**JURISDICTION AND VENUE**

79. This action arises under the patent laws of the United States and seeks a declaratory judgment under 28 U.S.C. §§ 2201 and 2202. This Court has jurisdiction under 28 U.S.C. §§ 1331 and 1338(a).

80. Venue is proper in this district under 28 U.S.C. §§ 1391 and 1400.

81. Upon information and belief, this Court has personal jurisdiction over Plaintiff on the basis that Plaintiff does business in the State of Texas, including in this judicial district. Further, the exercise of jurisdiction over Plaintiff would be reasonable given the fact that Plaintiff has filed this lawsuit in this Court.

82. Plaintiff has admitted that venue is proper in this judicial district.

**FIRST COUNTERCLAIM**

**(Declaratory Judgment of Non-Infringement of the '525 Patent)**

83. GameStop incorporates by reference paragraphs 1-82 as if fully set forth herein.

84. By its Complaint, SFA alleges that GameStop infringes the '525 Patent. GameStop has denied those allegations. A justiciable controversy thus exists between GameStop and Plaintiff concerning the infringement of the '525 Patent.

85. GameStop is not infringing, and has not infringed, either by direct infringement, contributory infringement, or induced infringement, any claim of the '525 Patent.

86. GameStop seeks a judgment declaring that the claims of the '525 Patent are not infringed.

**SECOND COUNTERCLAIM**

**(Declaratory Judgment of Invalidity of the '525 Patent)**

87. GameStop incorporates by reference paragraphs 1-86 as if fully set forth herein.

88. A justiciable controversy exists between GameStop and Plaintiff concerning the validity of the '525 Patent.

89. One or more claims of the '525 Patent are invalid and fail to meet one or more of the conditions of patentability set forth in Title 35 of the United States Code, including, without limitation, 35 U.S.C. §§ 101, 102, 103, and/or 112.

90. GameStop seeks a judgment declaring that one or more claims of the '525 Patent are invalid.

**PRAYER FOR RELIEF**

WHEREFORE, Defendants GameStop Corp., and Gamestop, Inc. respectfully request that this Court enter a judgment against Plaintiff, as follows:

A. a declaration that none of the claims of the '525 Patent are infringed by GameStop;

B. a declaration that the '525 Patent is invalid;

C. that Plaintiff take nothing by reason of the Complaint and that the Complaint be dismissed with prejudice;

D. that the Court award GameStop the costs of this suit, including defending against Plaintiff's claims;

E. that the Court declare this an exceptional case under 35 U.S.C. § 285 and award GameStop its reasonable attorneys' fees; and

F. that the Court award GameStop such other and further relief as the Court deems just and proper.

**JURY DEMAND**

Pursuant to Fed. R. Civ. P. 38, GameStop hereby demands a trial by jury on all issues so triable.

Respectfully submitted,

Dated: September 23, 2009

/s/ Gogi Malik  
Gogi Malik  
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**ATTORNEY FOR DEFENDANTS  
GAMESTOP CORP., GAMESTOP.COM, INC.  
AND GAMESTOP, INC.**

**CERTIFICATE OF SERVICE**

The undersigned certifies that the foregoing document was filed electronically in compliance with Local Rule CV-5(a). As such, this document was served on all counsel who have consented to electronic service. Local Rule CV-5(a)(3)(A). All other counsel of record not deemed to have consented to electronic service will or have been served with a true and correct copy of the foregoing by certified mail, return receipt requested, on this the 23rd day of September, 2009.

/s/ Gogi Malik  
Gogi Malik